

CASE #5-70-5341

AUGUST 13, 1970

5:20 P.M.

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MILES MOTOR TRANSPORT SYSTEM, and  
LOCAL 70, OAKLAND, CALIFORNIA;  
LOCAL 85, SAN FRANCISCO, CALIFORNIA;  
LOCAL 87, BAKERSFIELD, CALIFORNIA;  
LOCAL 137, MARYSVILLE, CALIFORNIA;  
LOCAL 150, SACRAMENTO, CALIFORNIA;  
LOCAL 165, SACRAMENTO, CALIFORNIA;  
LOCAL 208, LOS ANGELES, CALIFORNIA;  
LOCAL 224, LOS ANGELES, CALIFORNIA;  
LOCAL 287, SAN JOSE, CALIFORNIA;  
LOCAL 315, MARTINEZ, CALIFORNIA;  
LOCAL 357, LOS ANGELES, CALIFORNIA;  
LOCAL 386, MODESTO, CALIFORNIA;  
LOCAL 431, FRESNO, CALIFORNIA;  
LOCAL 439, STOCKTON, CALIFORNIA;  
LOCAL 467, SAN BERNARDINO, CALIFORNIA;  
LOCAL 468, OAKLAND, CALIFORNIA;  
LOCAL 495, LOS ANGELES, CALIFORNIA;  
LOCAL 542, SAN DIEGO, CALIFORNIA;  
LOCAL 980, SANTA ROSA, CALIFORNIA.

CHANGE OF OPERATIONS COMMITTEE

## UNION COMMITTEE:

## EMPLOYER COMMITTEE:

ROBERT RAMPY, Chairman  
ROBERT CHANEY  
GEORGE KING

NATHAN J. FULLMER  
HAROLD JOHNSON  
LARRY JONES

## APPEARANCES:

GENE OSBORNE appeared on behalf of the Employer.

LARRY DIAZ appeared on behalf of Local 70.

JOHN MURNIN appeared on behalf of Local 85.

CECIL TOBIN appeared on behalf of Local 150.

ED BLACKMARR and ED SHAPIRO appeared on behalf  
of Local 208.

LEONARD ANDRADE appeared on behalf of Local 224.

FRED HOFMANN appeared on behalf of Local 287.

BARNEY VOLKOFF appeared on behalf of Local 357.



1 HARVEY KILLMAN appeared on behalf of Local 386.

2 LARRY BOOKER appeared on behalf of Local 431.

3 BILL DIXON appeared on behalf of Local 439.

4 ERNIE FREITAS, AL APPELBAUM and SCOTTIE SALISBURY  
5 appeared on behalf of Local 468.

6 BLACKIE CLARK appeared on behalf of Local 542.

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8 CHAIRMAN RAMPY: Let's go on the record in Case #5-70-5341.  
9 Miles Motor Transport System and Locals 70, Oakland, California;  
10 85, San Francisco, California; 87, Bakersfield, California;  
11 137, Marysville, California; 150, Sacramento, California;  
12 165, Sacramento, California; 208, Los Angeles, California;  
13 224, Los Angeles, California; 287, San Jose, California;  
14 315, Martinez, California; 357, Los Angeles, California;  
15 386, Modesto, California; 431, Fresno, California; 439, Stockton,  
16 California; 467, San Bernardino, California; 468, Oakland,  
17 California; 495, Los Angeles, California; 542, San Diego,  
18 California, and 980, Santa Rosa, California.

19 The Union Panel is Chaney, Rampy and George King.

20 MR. FULLMER: The Employer Panel is Fullmer, Harold  
21 Johnson and L. Jones.

22 CHAIRMAN RAMPY: The Chair notes that when this case  
23 was heard in May of 1970, that the Union Committee was  
24 Waggoner, Rampy and Jones.

25 We have substituted Chaney and King for Waggoner and  
26 Jones, that is Glenn B. Jones. Is there any objections by



1 any of the parties present?

2 If not, there is also the same Employer Committee as in  
3 May of 1970.

4 I don't believe all locals are here.

5 Local 70, state your name.

6 MR. DIAZ: Larry Diaz.

7 CHAIRMAN RAMPY: Local 85?

8 MR. MURNIN: John Murnin.

9 CHAIRMAN RAMPY: Local 87?

10 Let the record show no appearance.

11 Local 137?

12 Let the record show no response and no appearance by  
13 Local 137.

14 Local 150?

15 MR. TOBIN: Cecil Tobin.

16 CHAIRMAN RAMPY: Local 165?

17 Let the record show no appearance.

18 Local 208?

19 MR. BLACKMARR: Ed Blackmarr and Ed Shapiro.

20 CHAIRMAN RAMPY: Local 224?

21 MR. LEONARD ANDRADE: Leonard Andrade.

22 CHAIRMAN RAMPY: Local 287?

23 MR. HOFMANN: Fred Hofmann.

24 CHAIRMAN RAMPY: Local 315?

25 Let the record show no appearance.

26 Local 357?



1 MR. VOLKOFF: Barney Volkoff.  
2 CHAIRMAN RAMPY: Local 386?  
3 MR. KILLMAN: Harvey Killman.  
4 CHAIRMAN RAMPY: Local 431?  
5 MR. BOOKER: Larry Booker.  
6 CHAIRMAN RAMPY: Local 439?  
7 MR. DIXON: Bill Dixon.  
8 CHAIRMAN RAMPY: Local 467?  
9 Let the record show no appearance.  
10 Local 468?  
11 MR. FREITAS: Ernie Freitas, Al Appelbaum and Scottie  
12 Salisbury.  
13 CHAIRMAN RAMPY: Local 495?  
14 Let the record show no appearance.  
15 CHAIRMAN RAMPY: Local 542?  
16 MR. CLARK: Blackie Clark.  
17 CHAIRMAN RAMPY: Local 980?  
18 Let the record show no response.  
19 The Chair notes in Item (6) it reads as follows:  
20 "This decision is made on a temporary basis, and  
21 this Committee retains jurisdiction to the August,  
22 1970, session of the JWAC, at which time the  
23 Committee may review, modify, amend or reaffirm."  
24 Let's go off the record at this time and let's see where  
25 we can find some problem areas.  
26 (Discussion off the record.)



1 CHAIRMAN RAMPY: Go ahead, Blackie Clark. You want to  
2 make a staement for the record, right?

3 MR. CLARK: Yes. The letter that I have in my hand  
4 is dated May 20th, which was after the JWAC.

5 It is from Brundage, Williams and Zellman.

6 It is to the attention of Mr. James Barham, Secretary-  
7 Treasurer of Local 542, et cetera, et cetera.

8 It reads as follows:

9 "Dear Mr. Barham:

10 "Pursuant to your request, this office has under-  
11 taken the collection of affidavits concerning the  
12 interrelationship between Morrow Trucking, Marine  
13 Terminals Corporation, and the following is a  
14 summary of the evidence collected to date.

15 "Number one. Redlich & Horsman own a substantial  
16 controlling interest in Marine Terminals Corporation,  
17 Morrow Trucking Company, Sho-Mar Leasing Company.

18 "Two. Horsman owns, at least, a ten percent  
19 interest in G.O.A.T., which is Gene Osborne Auto  
20 Transport, Inc.

21 "In addition, Redlich and/or Horsman have an  
22 undisclosed interest in Terminal Cartage of San  
23 Francisco.

24 "Miles Trucking Company which is currently being  
25 operated by G.O.A.T., has occupied Morrow Trucking  
26 Company's former dock facilities, specifically



1 Pier 46 in Long Beach.

2 "Three. Since the time Redlich & Horsman  
3 acquired Morrow Trucking Company, approximately  
4 three years ago, there has been a constant  
5 effort to identify Morrow Trucking Company  
6 with Marine Terminals Corporation.

7 "Toward this end, the color scheme and insignia  
8 on Morrow vehicles have been changed, specifi-  
9 cally to state, 'MTS,' with the orange and black  
10 lettering, which is the Martinez Terminal's  
11 color scheme.

12 "Stationery and answering services of Morrow  
13 Trucking Company have been changed to conform  
14 to those of Marine Terminals Corporation.

15 "When a phone is answered, it is called the  
16 'MTC' or 'MTS.'

17 "As we know it, we are talking about Marine  
18 Terminals. We are talking about Miles Trucking  
19 Service. Who are we actually talking about  
20 when an operator answers the phone and says,  
21 'MTC' or 'MTS'?

22 "Four. For a substantial period of time, Marine  
23 Terminals Corporation has provided financial  
24 assistance in the form of payment of bills to  
25 Morrow Trucking Company, as well as direct  
26 financial assistance.



1 "Simultaneously, Marine Terminals Corporation  
2 has availed itself of a tie-line available only  
3 to trucking companies licensed by the PUC,"  
4 specifically MTS.

5 "Six. Since the comment of economic activities  
6 by Local 542" -- and I might say at this time  
7 there is no more economic action, because Morrow  
8 Trucking Company did sign a memorandum to the  
9 Master Freight.

10 "Sho-Mar Leasing has leased equipment bearing  
11 Morrow's emblems to Miles Trucking Service, which  
12 is being operated by G.O.A.T.

13 "Seven. Simultaneously, Morrow Trucking has  
14 numerous pieces of equipment which it has sold  
15 or is in the process of selling, either directly  
16 or through Kenworth Trucking Company," which the  
17 attorneys are Jonas and Larson, the same two  
18 people who have bought or supposedly have  
19 bought Miles Trucking Service.

20 "Eight. Redlich & Horsman appeared to have  
21 complete control over both Marine Terminals and  
22 Miles Trucking Company, and Sho-Mar Leasing with  
23 its interest in G.O.A.T." and I assume MTS, to  
24 the extent of being able to influence the labor  
25 policy of all employers.

26 "Nine. Recently, Morrow Trucking has refused to



1 pay vacations to striking employees, and from  
2 all indications is in a position to be forced  
3 into involuntary bankruptcy," along with the  
4 \$7200 on the health and welfare, and approximately  
5 the same on the pension due and owing, plus the  
6 deductions that have been made from the employees  
7 in regard to their dues and have not been made  
8 to the Local Unions.

9 "In addition to the foregoing, our review indicates  
10 that there is substantial interchange of employees  
11 and services between Morrow Trucking Company and  
12 Marine Terminal Corporation at points other than  
13 San Diego," and we are talking about all up and  
14 down the Coast, including Oakland and San Francisco,  
15 "which information could be best applied by the  
16 witnesses from other Teamster Locals.

17 "As a result of the foregoing, it appears that  
18 Marine Terminals Corporation and Miles Trucking  
19 Company are either a single employer or, at least,  
20 joint employers, thereby subjecting Marine Terminals  
21 Corporation to economic action."

22 I will stop right there with the right to rebut.

23 CHAIRMAN RAMPY: Are there any questions of Local 542?

24 MR. FULLMER: Yes. I appreciate you weren't here at  
25 the previous hearing, but I was.

26 Now, what is the point of all that?



1 MR. CLARK: The point that I am trying to make in  
2 all this is that --

3 MR. MURNIN: Wait a minute, Blackie. I am going to have  
4 to interject here now, Nate.

5 I think it was stated earlier that unfortunately he had  
6 to leave here at the last hearing, but he gave me the right  
7 to make a statement for him. I think it is on the record.  
8 We are not going to back away from that.

9 MR. FULLMER: Are you now speaking for Mr. Clark?

10 MR. MURNIN: No. I am not speaking for Mr. Clark.

11 MR. FULLMER: Then I would like him to answer my  
12 question.

13 CHAIRMAN RAMPY: Let him, John.

14 MR. MURNIN: You are putting us in a pronged condition  
15 now, Nate.

16 The last hearing you realize that Blackie had to leave.

17 CHAIRMAN RAMPY: We know that.

18 MR. MURNIN: I made a statement to that effect and it  
19 is in the record.

20 MR. FULLMER: I just read it, so I want him to answer  
21 my question.

22 MR. CLARK: Repeat the question.

23 MR. FULLMER: You read a letter into the record from  
24 your counsel who has made an investigation about some apparent  
25 interrelationships of several separate entities, none of which  
26 as I noted was Miles Motor Transport System.



1 MR. CLARK: MTS refers to Miles Trucking Service  
2 as it is known to all the Local Unions as.

3 MR. FULLMER: Now, with regard to the temporary decision  
4 that this panel made on May 13th, what is the point of all  
5 that information? What is it that you are objecting to that  
6 we did then and what is it that you want us to do now?

7 MR. CLARK: I believe that Mr. Murnin could better  
8 explain that than I could at this moment.

9 I am not refusing to answer your question. I will  
10 reserve the right to answer it in a few moments, after Mr.  
11 Murnin has made his statement.

12 MR. FULLMER: So I can make it easy for John --

13 MR. MURNIN: Don't make anything easy for me, Nate.

14 MR. FULLMER: With regard to the decision that we made  
15 last May, what is it that you object to and what is it that  
16 you want us to do now?

17 MR. MURNIN: Blackie's question of the moment was that  
18 if you recall, there was a conglomerate going down there.

19 MR. CLARK: There is still.

20 MR. MURNIN: Whether there is still or not, I don't  
21 know, but this is what created a problem for him. He didn't  
22 have a major problem until maybe a month or so ago. However,  
23 Blackie's question is what is the tie-in between Marine  
24 Terminals and Morrow Trucking, MTS, Miles Trucking Service,  
25 as they were --

26 MR. CLARK: As they were sending tractors --



1 CHAIRMAN RAMPY: Now, Blackie, you stated that you  
2 wanted John to answer the question. Now, let him answer it.

3 MR. MURNIN: I would like to hear the ultimate question.  
4 Who is going to present it, Mr. Fullmer?

5 MR. FULLMER: If necessary.

6 MR. MURNIN: I appreciate your abilities.

7 MR. FULLMER: What I am trying to find out, John, and  
8 my patience is wearing a little thin, since I have worked  
9 hard for the Teamsters Union and the industry, and it is  
10 late, and I am trying to find out what the beef is.

11 MR. MURNIN: I will be the last guy in the world to get  
12 you a crying towel.

13 MR. FULLMER: If you don't want to go into it today,  
14 we can go into it tomorrow.

15 MR. MURNIN: That would be perfectly all right with me,  
16 if you are basing some of your statements on the matter to  
17 delay things.

18 CHAIRMAN RAMPY: You made a statement, John, last time  
19 in behalf of Blackie.

20 MR. MURNIN: Yes, because he couldn't be here.

21 At that particular time, he had a problem between  
22 Marine Terminals and Morrow.

23 Now, what goes on down there now?

24 CHAIRMAN RAMPY: Is that still a problem?

25 MR. MURNIN: You'd better believe it is. Ask the kid  
26 sitting there.



1 MR. CLARK: Now, Mr. Fullmer, if you want me to answer  
2 your question, I will.

3 MR. FULLMER: I have only been trying to get it for  
4 20 minutes.

5 MR. CLARK: I am sorry. I have tried to. I have been  
6 here for five days also.

7 At the time that I was at the last JWAC meeting, and  
8 Mr. Murnin put on my evidence at the time, to make a statement  
9 that we had an economic action going with Morrow Trucking  
10 Company, and we were about to strike -- or use economic  
11 action between Marine Terminals all the way up including  
12 San Francisco.

13 Now, every local that is here in the Bay Area or in  
14 Stockton or along the waterfront from the Mexican border to  
15 San Francisco knows that I have coordinated, talked to,  
16 communicated with the fact that we were going to pull down  
17 Marine Terminals.

18 Now, Marine Terminals owned Morrow Trucking Company and  
19 Sho-Mar Leasing, therefore, these other companies which were  
20 allied to Morrow Trucking Company, including Miles Trucking  
21 Service, which were sending down tractors through the picket  
22 line to pull out Morrow trailers is why I am saying this is  
23 a conglomerate association here.

24 I want to know, and I believe 692 would also like to  
25 know, what are the people in these areas going to do when  
26 Miles is sending down owner-operators, pulling these trailers



1 out, and pulling things out, and nobody can find out the  
2 policing of them?

3 CHAIRMAN RAMPY: Mr. Osborne, can you possibly answer  
4 or maybe attempt to clarify this statement that he has  
5 made here with reference to MTS and Morrow Trucking?

6 MR. OSBORNE: I don't fully understand what the question  
7 is, but Miles Motor Transport System, which is the Company  
8 that we are talking about here today --

9 MR. CLARK: We were talking about MTS.

10 MR. OSBORNE: -- known as MTS, has nothing to do with  
11 Marine Terminals or Morrow Trucking. It never has and did  
12 not at the time Mr. Clark made reference to.

13 CHAIRMAN RAMPY: Thank you. Fine.

14 If you have anything more at this time, Blackie?

15 MR. CLARK: The only thing that I have to say is that  
16 these affidavits are on file and these people are subject to  
17 perjury, you understand, and I believe the facts I stated  
18 is the truth.

19 CHAIRMAN RAMPY: Is that our problem here?

20 MR. MURNIN: No. We can settle that. that

21 MR. CLARK: I am sure we could settle that. not to

22 MR. OSBORNE: I might make a note for the Unions, if  
23 they would like to clarify who the owners are, that this is  
24 public information at the Interstate Commerce Commission.

25 MR. CLARK: You made a statement at the last hearing  
26 that Jonas and Larson were the people who bought --



1 CHAIRMAN RAMPY: Let him make his statement.

2 MR. OSBORNE: In the essence of trying to get this  
3 thing moving along, I said that the information regarding  
4 the ownership of Miles Motor Transport is available at the  
5 offices of the Interstate Commerce Commission.

6 MR. CLARK: We are not idiots.

7 MR. OSBORNE: Well, I just brought that up.

8 CHAIRMAN RAMPY: Local 70?

9 MR. DIAZ: Yes.

10 CHAIRMAN RAMPY: Do you have any problems? I think  
11 probably we ought to try to stick with the five items that  
12 are in the Committee's decision, temporary decision.

13 MR. DIAZ: As far as Local 70 is concerned, we do not  
14 have any problems at this time.

15 However, if things develop during the course of this  
16 hearing, I would like to have the opportunity to come back.

17 CHAIRMAN RAMPY: Local 85, I would like to ask you to  
18 stick to the temporary decision that we gave in the five  
19 areas.

20 Have you any problems in those five areas?

21 MR. MURNIN: We agree with the original decision that  
22 there would be a condition of supplementing jobs in the area.  
23 However, unfortunately, the panel didn't realize that the  
24 Company at that time had plans or developed plans to run  
25 these people as they pleased.

26 Now, as you people are aware of, under the OTR, you just



1 don't run people on multiple picks and drops and so forth.

2 My objection at this time is that I feel there should  
3 be a cutoff date.

4 The original decision on this thing was left at the  
5 point that this may go on for X number of years where work  
6 develops in the area -- and I am talking about my area,  
7 San Francisco Area -- that you could bring people in and put  
8 them in position.

9 This is one of my main objections.

10 My secondary objection is the way the Companies operate.  
11 They run guys out of San Francisco into Los Angeles, back into  
12 Stockton, where actually they should be running terminal to  
13 terminal and let our people run the short line.

14 The Company seems to have an idea that they are going  
15 to do this as they please.

16 Well, we have had a little problem since the last  
17 hearing, and we agreed as far as the Local goes, the newsprint  
18 hall, we wouldn't disturb them, but if this is going to  
19 continue under the line operation, I am not going to go  
20 with this thing.

21 They run these people as they please, and to me it is  
22 a total violation of what we should be working on under the  
23 OTR.

24 MR. FULLMER: I have a question of John. You mentioned  
25 a cutoff. Paragraph four of the previous decision reads as  
26 follows:



1 "Those employees claiming work at San Francisco  
2 shall be placed on a combined line and local  
3 seniority list, dovetailed on the basis of their  
4 respective Company seniority dates, which dates  
5 shall thereafter control for all purposes."

6 MR. MURNIN: Hold it right there. I am going to ask the  
7 Employer to answer this thing, because whether he knew it or  
8 not, he wasn't placing this in a proper position. This was  
9 what was creating the problem for us and this is the reason  
10 he had a shutdown.

11 Come on, Gene, don't sit there and smoke, you ass hole.

12 CHAIRMAN RAMPY: Off the record.

13 (Discussion off the record.)

14 CHAIRMAN RAMPY: Back on the record.

15 We will continue tomorrow morning at 9:00 o'clock.

16 (Whereupon at the hour of 5:45 o'clock p.m., the  
17 Change of Operations Committee adjourned to 9:00 o'clock a.m.,  
18 Friday, August 14, 1970.)

19 - - -



CASE #5-70-5341

AUGUST 14, 1970

9:25 A.M.

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CHAIRMAN RAMPY: Let's go back on the record in Case #5-70-5341.

MR. FULLMER: Well, Mr. Chairman, as a result of the informational discussions we have had off the record this morning, I would like to make an attempt to summarize what I have learned from those discussions and subject to the right of the parties to correct my understanding of it, so we can proceed from there.

The Company has furnished to the Committee, which we have marked with the Case Number, a series of seniority lists.

The first set, which is stapled, consists of about six pages which are seniority lists of the various terminals, namely, Stockton, Antioch, Los Angeles, Oakland, Ukiah, and Modesto.

Mr. Osborne has told us that from those lists he has prepared a Master Seniority List which represented the situation as of what, May 3rd, 1970?

MR. OSBORNE: May 4th.

MR. FULLMER: The Committee has also been furnished a copy of that Master List, which we have marked as an exhibit.

Mr. Osborne has advised us that from that Master List, job offers have been made in accordance with the positions on that list, and there are notations on a copy of the Master List, on the left-hand side indicating where the employees



1 have been offered employment and either accepted it or  
2 rejected it.

3 We have a copy of that for the file and Mr. Osborne  
4 has advised us that offers have been made down to number 46  
5 on the list. Is that correct?

6 MR. OSBORNE: That's correct.

7 MR. FULLMER: There has been some discussions with  
8 several of the local Unions indicating they feel a time  
9 limit should be placed on the Company's direction to offer  
10 employment opportunities throughout the system, on the basis  
11 of this Master List, and that whatever point in time that  
12 cutoff date is established, that thereafter, if additional  
13 employees are needed, they should be recruited locally  
14 rather than have reference to this Master List.

15 While we have discussed that, we haven't determined  
16 whether or not we should do that or what the date should be.

17 However, in the course of that subject matter, the  
18 reference was made to the fact that whatever that cutoff  
19 date is established at, today or next week or in the future,  
20 this does not affect the contractual three-year layoff  
21 period at the respective local terminals.

22 Now, gentlemen, is that, in essence, a fair summary of  
23 what we have discussed off the record this morning?

24 If so, then I would suggest, Mr. Chairman, that we ask  
25 the Local Unions, in turn, to make a brief statement of any-  
26 thing additional to what was said off the record, or questions



1 they might direct to the Company, I am sure, having in mind  
2 that this is not a grievance committee, that what we are  
3 primarily concerned with here is attempting to sort out the  
4 seniority rights of the employees involved.

5 CHAIRMAN RAMPY: Local 70?

6 MR. DIAZ: Very quickly, in regard to the Bay Area,  
7 I think 85 concurs, the offers have been made and we still  
8 have people displaced, and normally in the Change of Operations  
9 there is an immediate offer and they remain on layoff status  
10 at their respective terminals.

11 It has been three months since they have been made and  
12 it is Local 70's feeling that the cutoff date should be made  
13 at the conclusion of this hearing here.

14 CHAIRMAN RAMPY: Are there any questions by any of the  
15 panel members of Local 70?

16 Local 85?

17 MR. MURNIN: I concur with what Larry said.

18 We feel that there should be an established date for  
19 a cutoff. There are a few internal problems that I am going  
20 to have to work out with the Company, as far as the Local and  
21 line operation goes. However, that is not anything that  
22 would be relevant to what would transpire here.

23 As I stated earlier in the informal discussion about  
24 one of my men working there, and he was decent enough not  
25 to push the thing, but it could have amounted to a money  
26 claim. We feel there should be a money claim, and any kind



1 of a supplement should come out of the Locals involved.

2 CHAIRMAN RAMPY: Are there any questions of any of the  
3 panel members of Local 85?

4 Local 150?

5 MR. TOBIN: The only part we have with it is the one  
6 G.O.A.T. truck, and I would expect Gene to sign an agreement  
7 under the car haulers to take care of that.

8 MR. OSBORNE: Okay.

9 CHAIRMAN RAMPY: Are there any questions of Local 150?  
10 Local 208?

11 MR. BLACKMARR: Our only objection is that they are not  
12 operating as a true truck line because of all the lease  
13 operators and owner operators, and we feel that there should  
14 be a terminal established in the City of Long Beach, and our  
15 people should be offered the work down there, and transfer  
16 to 692, and there should be a cutoff date as to when they  
17 establish that terminal and hire the people and do the work  
18 as prescribed under the agreement.

19 Because right now, as I stated before off the record,  
20 all people under all different kinds of signs are doing the  
21 work with their own equipment that normally comes under the  
22 agreement.

23 These people are not going to be supplemented in lieu  
24 of our people, because our people have the right deal.

25 When they get down to Local 692, naturally they will be  
26 under that jurisdiction. However, until that time, our



1 people were displaced and we feel that they should establish  
2 a terminal down there, and our people should do the local  
3 work and the other respective locals do the line work, but  
4 they should offer these people employment and there should  
5 be a cutoff date as to when they are going to establish a  
6 terminal and also a cutoff date as far as the establishment  
7 of the people for job opportunity.

8 CHAIRMAN RAMPY: Do any of the panel members have any  
9 questions of Local 208?

10 If not, Local 224?

11 MR. LEONARD ANDRADE: Yes. As I stated in our  
12 off-the-record discussion, the only thing we would like to  
13 have at Local 224 is in the event they establish a line  
14 operation out of Los Angeles, our guy, Bob Adams, have the  
15 right to work on the line out of Los Angeles Area.

16 CHAIRMAN RAMPY: Does the Company have any comment on  
17 that at this time?

18 MR. OSBORNE: No comment.

19 CHAIRMAN RAMPY: Are there any questions by any of the  
20 panel members of Local 224?

21 Local 287 I don't believe is present this morning.

22 Local 357, Barney Volkoff?

23 MR. VOLKOFF: Other than what I stated off the record,  
24 that the Company placed itself in a position of putting the  
25 work under the jurisdiction of the Local Unions in the  
26 respective areas, rather than giving it to the exempt people



1 to perform that work, which is accounts receivable and all  
2 phases of that rating and billing, I have nothing further.

3 CHAIRMAN RAMPY: Are there any questions of Local 357?

4 MR. FULLMER: Not a question, but I think we should  
5 augment the record.

6 In my summarization, I think I failed to indicate the  
7 Company's statement that the Company contends that it has  
8 centralized its clerical work in Stockton, and I don't believe  
9 I did make reference to that in the summary.

10 I have no way of knowing whether that is the fact or  
11 not, but that was the Company's statement, and I think we  
12 should show that on the record.

13 MR. VOLKOFF: You can take my statement that we are  
14 going to see that Union perform that work rather than exempt  
15 people, as indicated by management in this instance.

16 MR. FULLMER: I have no quarrel with that.

17 CHAIRMAN RAMPY: Do you want to make any statement in  
18 regard to that, Gene?

19 MR. OSBORNE: Clerical work?

20 CHAIRMAN RAMPY: Yes.

21 MR. OSBORNE: No.

22 CHAIRMAN RAMPY: Local 386?

23 MR. KILLMAN: We feel the cutoff date should be, at least,  
24 one year from the original date of the change.

25 We feel that they should be offered this opportunity  
26 for one full year.



1 CHAIRMAN RAMPY: Local 431?

2 MR. DIXON: He is not here.

3 CHAIRMAN RAMPY: Local 439?

4 MR. DIXON: On the change, we had 13 drivers which  
5 Mr. Osborne stated he would keep. We only have ten now.  
6 We had six office and now we have only one. I can't see  
7 how one office personnel can do all this work. If he is  
8 going to centralize it, I would like to have him call back  
9 the other office help.

10 CHAIRMAN RAMPY: All right.

11 Any questions?

12 MR. KING: Of Local 439.

13 With respect to the statement you just made, how many  
14 people have you on layoff that were originally office  
15 employees in the City of Stockton?

16 MR. DIXON: Five.

17 MR. KING: The statement that this gentleman made that  
18 there was only one person now employed?

19 MR. DIXON: Yes.

20 MR. KING: So you have four people under the three-year  
21 provision of the contract on layoff?

22 MR. DIXON: Five.

23 MR. KING: Five.

24 CHAIRMAN RAMPY: Yes.

25 MR. DIXON: Yes.

26 MR. FULLMER: Let's go off the record.



1 CHAIRMAN RAMPY: Off the record.

2 (Discussion off the record.)

3 CHAIRMAN RAMPY: Back on the record.

4 Is there anything else from Local 439?

5 Are there any questions from the panel members?

6 Thank you.

7 Local 467 is not here.

8 Local 468?

9 Not here.

10 Local 495? Not here.

11 Local 542.

12 MR. CLARK: At this time I would like to ask the  
13 Company, through the Committee, what relationship they have  
14 in regard to the conglomerate that I had mentioned on the  
15 record today, due to the fact of the legal and economic  
16 action we are attempting or are going to attempt to take  
17 in regard to Morrow Trucking in our area?

18 CHAIRMAN RAMPY: Would you answer that at this time?

19 MR. OSBORNE: I didn't really understand what Blackie  
20 was saying, but Miles Motor Transport System has no relation  
21 to the companies that you mentioned yesterday.

22 MR. CLARK: Does Miles Motor Trucking Company lease  
23 equipment from Sho-Mar Leasing?

24 MR. OSBORNE: I don't know who was the registered owner  
25 or who sold it. We had equipment from Miles & Sons. We had  
26 equipment from CTS and MCM Leasing. There was a lot of



1 equipment that was bought.

2 MR. CLARK: I didn't ask you whether any equipment was  
3 bought. I asked you if you leased any equipment from Sho-Mar  
4 Leasing?

5 MR. OSBORNE: Yes, but I don't understand your question.

6 CHAIRMAN RAMPY: I think he asked whether you leased  
7 equipment from --

8 MR. CLARK: Sho-Mar Leasing.

9 MR. OSBORNE: If we did or if we do?

10 MR. CLARK: Either one, if you do right now?

11 MR. OSBORNE: No.

12 MR. CLARK: You have no connection with any of the  
13 conglomerates that I mentioned yesterday?

14 MR. OSBORNE: That's correct.

15 CHAIRMAN RAMPY: Anything else?

16 MR. CLARK: To clarify the record, IML has bought Morrow  
17 Trucking and they are awaiting their temporary authority now,  
18 and I just didn't want IML to run into this conglomerate mess,  
19 because it is going along halfway smooth right now, and I just  
20 don't want them to get into a mess.

21 CHAIRMAN RAMPY: Are there any questions of Local 542  
22 by the panel members?

23 Local 980 is not present.

24 Does the Company have anything they wish to add to the  
25 record?

26 MR. OSBORNE: No. I have nothing to add.



1 MR. FULLMER: I have a question, Mr. Chairman.

2 CHAIRMAN RAMPY: Yes.

3 MR. FULLMER: Gene, do you anticipate in the immediate  
4 future, within the next week or say even a month, the need  
5 for additional employees in areas where there are not a  
6 substantial number of employees on layoff?

7 MR. OSBORNE: Yes. I do.

8 MR. FULLMER: The guts of my question goes to whether  
9 or not in the near future there will be additional jobs  
10 to be offered to the remaining people on this master list?

11 MR. OSBORNE: I anticipate additional work in areas  
12 where there are not now men on layoff. Yes.

13 MR. DIXON: Mr. Chairman --

14 CHAIRMAN RAMPY: Just a minute. I want to go back, and  
15 if anybody else has any questions to ask, I don't want you  
16 to repeat, but if you have something new and additional, we  
17 can move along.

18 MR. BLACKMARR: I would like to ask the Company.

19 We have gone down to Long Beach and checked their  
20 operation down there.

21 I would like to ask the Company, what is your operation?  
22 What is your operating name that you go under?

23 MR. OSBORNE: Miles Motor Transport System.

24 MR. BLACKMARR: Then who would be the people down there  
25 that had the placards on the side of their truck showing,  
26 "Sho-Mar," "G.O.A.T." and "MTC"? Who were those people?



1 Were they your employees?

2 MR. OSBORNE: Not mine.

3 MR. BLACKMARR: Well, they were hauling your stuff --

4 MR. OSBORNE: First off, G.O.A.T. would not be down  
5 there.

6 MR. BLACKMARR: You had a placard on one of your trucks  
7 and I talked to the man and he is an owner-operator.

8 If you are operating under MTS, then all the trucks  
9 coming under that would come under our jurisdiction in that  
10 area under the guise of MTS.

11 Overflow loads, I can understand, but regular flow of  
12 freight coming under three names, it is a little confusing  
13 as to who is operating what, and I am asking if you are  
14 operating under MTS, then you should have equipment placarded  
15 MTS. That is all I am asking.

16 MR. OSBORNE: Your question was, the equipment that  
17 is operated in Long Beach, what is it operated under?

18 It is operated under Miles Motor Transport System.

19 Your next question was, what was the various equipment  
20 going under various placards. I don't know.

21 MR. BLACKMARR: They are hauling MTS and we talked to  
22 the various people, and on Monday morning we were down there,  
23 there were 11 loads and three or four MTS trucks were there  
24 and all the rest were placarded as I stated.

25 These people had bills in their hands that showed Miles  
26 Motor Transport System, yet these people were saying that they



1 were working for MTS.

2 Now, if there are that many loads, I am saying that  
3 a sufficient amount of people, locally in that area, are  
4 not sufficient to handle this and these people delivered it  
5 themselves.

6 CHAIRMAN RAMPY: Anything else from any of the parties?

7 MR. DIXON: Now that I have the Master Seniority List,  
8 I would like that the cutoff date be a little longer so that  
9 I can check with my members to see if they have all been  
10 called and afforded the opportunity.

11 CHAIRMAN RAMPY: Yes.

12 Executive session.

13 (Executive session.)

14 MR. FULLMER: Mr. Chairman, in Case #5-70-5341, I move  
15 [that the Company's obligation to offer employment from the  
16 Master Seniority List, as contemplated in paragraph 5 of the  
17 Interim Decision rendered by this Committee in this case on  
18 May 13, 1970, shall continue only until September 15th, 1970,  
19 and thereafter the Company shall have no further obligation  
20 to offer employment in other areas to employees on that list.  
21 This decision shall not effect the three-year contractual  
22 layoff period at the various local terminals.

23 In all other respects, the decision of this Committee  
24 rendered May 13th, 1970, is ratified and confirmed.]

25 MR. KING: I second the motion.

26 (Motion carried.)



*Track*

# PACIFIC MOTOR TRUCKING COMPANY

1500 Middle Harbor Road, Oakland, California 94607

RECEIVED  
AUG 7 - 1970

R. D. BERNARDI  
District Manager

W. J. SCHILLING  
District Sales Manager

August 4, 1970

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Teamsters Local Union #70  
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Oakland, California

Mr. Loren D. Thompson, Secty-Treas.  
Teamsters Local Union #315  
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Mr. Cecil Tobin, Business Rep.  
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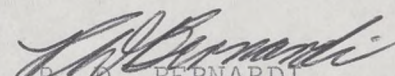
Mr. Jerry Beatty, Secty-Treas.  
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Mr. S. C. Maxwell, Secty-Treas.  
Teamsters Local Union #980  
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Santa Rosa, California

Gentlemen:

Please be advised that the Pacific Motor Trucking Company Change of Operations involving the Benicia Terminal is on the J.W.C. Change of Operation agenda for next week. It was inadvertently omitted in the printing of the agenda, but has been corrected by addendum.

Very truly yours,

  
R. D. BERNARDI

NNZ:mlb

## Southern Pacific

TRUCK SERVICE